

POLICE CONTRACT
TOWNSHIP OF LOGAN
AND
LOGAN TOWNSHIP POLICE ASSOCIATION
January 1, 1993
TO
December 31, 1995

PREPARED BY:

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ARTICLE I
RECOGNITION

1. The Township of Logan (hereinafter referred to as "Employer"), hereby recognizes the Logan Township Police Association (hereinafter referred to as "Association"), as the exclusive representative for the collective negotiations concerning terms and conditions of employment for all employees covered by this agreement (see Logan Township Resolution No. 47-1978: N.J.A.C. 19:11-1.1.).

2. Representatives of the Association on duty shall be permitted time off with pay to attend negotiating sessions, grievance sessions, and meetings of the Association/Management Committee (if in existence) provided the efficiency of the Department is not affected thereby, and provided such meetings are mutually scheduled by the parties.

3. The number of representatives of the Association shall be no more than three (3) authorized employees covered by this agreement.

4. The Association hereby names P.B.A. Local 122 as its representative to assist it during negotiations, grievance sessions, and meetings of the Association/Management Committee.

ARTICLE II

POLICE OFFICER'S RIGHTS

1. Pursuant to N. J. S. A. 34:13A-1 et seq., the Employer hereby agrees that every police officer shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a body exercising governmental power under the laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any police officer in the enjoyment of any rights conferred by N. J. S. A. 34:13A-1 et seq., or other laws of New Jersey or the Constitution of New Jersey and the United States.

2. Each police officer shall have one personnel file reflecting his/her record with the Police Department. The police officer's file shall be accessible to him/her subject to a custodian who shall be designated by the Chief of Police.

ARTICLE III

MANAGEMENT RIGHTS

1. The Employer, on its own behalf or on behalf of the taxpayers of the Township of Logan, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing, the right:

A. To exercise executive management and administrative control of the Police Department and its properties and facilities, and the activities of its employees while such employees are on duty.

B. To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotions; and to promote and transfer all such employees.

2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to extent such specific and express terms

thereof are in conformance with the Constitution and laws of the State of New Jersey, and the Constitution and laws of the United States.

3. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities and authority under the New Jersey laws or any other national, state, county or local laws or regulations.

4. Nothing in this agreement which contains preexisting Employer policy, rules or regulations shall operate retroactively unless expressly so stated. The parties agree that employees shall continue to serve under the directions of the Chief of Police in accordance with Employer and Administrative policies, rules and regulations provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.

5. It is understood that, under the rulings of the courts of New Jersey, the Employer is forbidden to waive any rights or powers granted it by law. Anything to the contrary notwithstanding, nothing contained in any section, paragraph or subsection of this Agreement shall be interpreted in any manner or be so construed as to indicate that the Employer has waived rights which are expressly required by the courts to be retained by the Employer.

ARTICLE IV
GRIEVANCE PROCEDURE

1. The purpose of this article is to settle all grievances between the Employer and the members of the Association as quickly as possible so as to insure efficiency and to promote employee morale. A grievance is defined as any disagreement or dispute between the Employer and the employees covered by this Agreement or involving the application, interpretation or alleged violation of this Agreement. Any grievance must be presented within ten (10) working days after the aggrieved person knew of the event or events upon which the claim is based or else such grievance is deemed waived. A grievance shall be processed as follows:

Step A The appropriate Association representative, the aggrieved party and the Chief of Police may reach a settlement of the dispute; if they fail to reach an agreement within five (5) days, the aggrieved party shall furnish a written statement of the grievance to the Chief of Police on a form provided by the Employer, which statement shall be submitted to the grievance committee for processing in accordance with Step B.

Step B A grievance committee consisting of four (4) members designated by the Employer and all members of the Public Safety Committee shall attempt to settle the dispute within ten (10) days of the submission of the written statement of the grievance. If the dispute cannot be settled within ten (10) days then the dispute will be automatically referred to Step C.

Step C. One member of the grievance committee nominated by the Association, and one member of the grievance committee serving on the Township Committee of the Employer and assigned to sit on the State Public Employee Relations Commission shall decide the dispute at this level and the decision shall be final and binding.

ARTICLE V

PEACEFUL RESOLUTION OF DIFFERENCES

1. Both parties recognize the desirability of continuous and uninterrupted operation of the Police Department and the avoidance of disputes which threaten to interfere with such operation. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees, during the period of the Agreement, that it will not, nor will any person acting on its behalf cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for work, or willful absence from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employees' duties of employment). The Township of Logan agrees that it will not engage in any lockout directed at members of the negotiating unit for the duration of this Agreement.

2. The above is interpreted that the Association may be held liable in damages for "wild cat" strikes, unless the Association in writing immediately disavows the strike and notifies strikers to return to work.

3. The Association agrees that any strike is a breach of contract and that such act removes all impediment from and permits the Employer to dismiss or otherwise discipline employees taking part in that breach of contract.

ARTICLE VI
COLLECTIVE NEGOTIATIONS PROCEDURE

1. Collective negotiations with respect to terms and conditions of employment shall be conducted by the authorized representatives of the parties. However, it is clearly understood by the parties that all agreements reached by such representatives are tentative in nature and subject to ratification and/or approval of the governing body of the Employer and the employees of the Association. In the event it is necessary to notify either party to this agreement with regard to collective negotiations on this agreement, such notification shall be sent to the Mayor or such other designee as he/she may indicate, and the then Chairperson of the Association or such other designee as he/she may indicate.

2. Collective negotiations shall be held at times and places mutually convenient to the parties.

3. The Employer shall not discharge or discriminate in any way against any employee for activities or membership in the Association as long as this activity does not unreasonably disrupt normal operations of the Police Department.

ARTICLE VII
MODIFICATION OF WORK RULES

1. Proposed new rules or modifications of existing rules governing work conditions shall be presented to the Association representative for discussion with the view toward finding terms of agreement before they are established.

ARTICLE VII

EXTRA CONTRACT AGREEMENTS

1. The Employer agrees that in the event of conflict between this Agreement and any other agreement, rule or regulation of the Township, the provisions of this Agreement shall be controlling to the extent permitted by law. It is further agreed that for the duration of this Agreement, the Employer agrees not to negotiate the terms and conditions of employment of members of this negotiation unit with other than the representative indicated herein.

ARTICLE IX

ACTIONS AGAINST POLICE OFFICERS

1. Whenever any action is brought against any employee covered by this Agreement for any act or omission directly or indirectly arising out of and in the course of his/her employment, the Employer shall protect and defend such employee to the extent required by the laws of the State of New Jersey.

ARTICLE X

SAVINGS CLAUSE

1. In the event that any provision of the Agreement shall at any time be declared invalid by a Legislative Act or any court of competent jurisdiction, or through government regulations, or decree, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XI

ENTIRETY OF AGREEMENT

1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations. They, therefore, each voluntarily and without qualification waive the right for the life of this Agreement to negotiate collectively with respect to any subject or matter not specifically referred to or covered by this Agreement.
2. This contract represents the entire agreement between the parties and no other agreements or practices are binding upon either party hereto with respect to wages, terms, and conditions of the employees covered hereby.
3. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XII

ASSOCIATION/MANAGEMENT COMMITTEE

1. In order to encourage a more efficient Department, the Mayor, Chief of Police and three (3) Association representatives shall meet at least once every four (4) months. The intent of these meetings shall be to provide a continuing dialogue between the Employer and employee representatives in order that the aforementioned goal may be realized. Attendance at such meetings by Association representatives shall be without pay.

2. An authorized representative shall be permitted to visit Police Headquarters, the office of the Chief of Police, or the office of the Mayor for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably and shall in general occur when the person is off duty and such meetings can be mutually scheduled by the parties. Exercise of such rights shall be without pay.

ARTICLE XIII

SENIORITY

1. Seniority is defined to mean the accumulated length of service with the Department, computed from the last date of full-time hire in the Department. Included in seniority are periods of sick leave, temporary disability, approved leaves of absence and vacation time, but excluded are valid periods of suspension.

ARTICLE XIV

INSURANCE

1. The Employer agrees to provide and pay for the premium for medical insurance by Guardian, Vision Service, and Garden State Hospitalization for all employees covered by this Agreement and their eligible dependents. Should any employee be killed or permanently disabled in the line of duty then the coverage set forth herein shall continue for his/her spouse unless that spouse may obtain this benefit from his/her employer. The benefits shall also be provided for children of the killed or permanently disabled employee to the same extent that they would have been covered had that employee continued to be a full-time member of the Logan Township Police Department.

2. The Employer shall provide and pay for the premium for Medical insurance by Guardian, Vision Service, and Garden State Hospitalization for any retired employee. Coverage is extended for eligible dependents of retired employees, in such that the portion of the premium paid by the Employer shall not exceed \$642.00 a month, per employee, for coverage of the retired employee and eligible dependents. Should the employee obtain other employment after he/she retires which offers comparable insurance, the retired employee is obligated to obtain this coverage from his/her new employer. The coverage provided herein shall cease upon the employee's becoming eligible for Medicare Benefits. For the purpose of this agreement, eligible dependents shall mean natural or adopted children up to the age of twenty-two (22).

3. The Employer further agrees to review the hospitalization coverage with a view to providing an adequate and comprehensive plan of hospitalization for the benefit of said employees covered by this Agreement. Prior coverage shall not be reduced in subsequent years.

ARTICLE XV

PENSION

1. The Employer shall provide pension and retirement benefits to employees covered by this Agreement pursuant to requirements imposed by statutes and laws of the State of New Jersey or its administrative agencies.

ARTICLE XVI

EXCHANGE OF DAYS OFF

1. Employees of the Department may request that the Chief of Police permit exchange of hours, duties or days off. Based on operational needs, the Chief of Police may affirm or deny such requests and his decision pertaining to this matter shall not be a subject for review under the grievance provisions of this Contract. The provisions of this section shall be applied in an equitable manner.

2. Exchange of hours, duties or days off by an employee may be granted provided that such an exchange will not result in any employee who had engaged in such exchange working in excess of sixteen (16) hours in any twenty-four (24) hour period. This shall not result in payment of overtime and it is not intended that overtime be paid solely because of the operation of this section of the Contract.

ARTICLE XVII
WORK WEEK AND YEAR

1. Except as operational needs dictate, there shall be no change in an employee's work without prior notice to the employee. Every reasonable effort will be made to give fifteen (15) days prior notice if a change is to be made in the work period.
2. If fifteen (15) days notice is not given, the employee will be paid a penalty of eight (8) hours overtime at one and one-half (1 1/2) times his/her base hourly rate.
3. The work period is defined to mean 168 hours of work in a twenty-eight (28) day period in which fourteen (14) twelve (12) hour shifts will be utilized, so that the Employer would give notice if any change was intended as to hours, number of hours worked, or designation of hours worked. The work period shall not exceed 168 hours in twenty-eight (28) days. Any hours or time worked in addition to and/or in excess of the aforementioned definition will be considered overtime. The hourly rate for overtime purposes is calculated by dividing the annual salary by 2184, provided the 12 hour shift schedule remains in effect.
4. No employee shall be required to work with less than twelve (12) hours off-duty between scheduled shifts, except in an emergency. An employee may waive this protection by mutual consent.

ARTICLE XVIII

COURT TIME

1. The Employer agrees that time spent in court as a result of cases which arise out of the police functions while in the line of duty shall be considered as working time and employees shall be paid three (3) hours pay for Municipal Court time (inside or outside the Township of Logan) not occurring during the employee's assigned duty hours and paid six (6) hours pay for court time (other than Municipal Court time) outside the Township of Logan and not during the employee's assigned hours on duty. The employee must present certification to verify time spent in Court. Any time spent in Court above the minimums shall be compensated at the rate of one and one-half (1 1/2) times the employee's base hourly rate.
2. Compensation for time spent in Court shall be paid at the employee's base hourly rate.

ARTICLE XIX

CALL BACK

1. If a member is called to duty on his/her day off or at a time which is not contiguous to his/her regular work shift, he/she shall be guaranteed a minimum of four (4) hours overtime. If such employee is required to spend an excess of four (4) hours, then the employee shall be paid on an hourly basis. This provision does not apply to court time.

ARTICLE XX

WORK YEAR

1. Except for vacation time permitted by the Contract and/or sick time, employees will normally be expected to work fifty-two (52) weeks as their regular work year. Holiday time is paid in lieu of time off, which results in the condition set forth herein.

ARTICLE XXI
VACATION TIME

1. Vacations shall be provided in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>AMOUNT OF VACATION TIME</u>
0 - 1 inclusive	4 days
1 - 4 inclusive	11 days
5 - 9 inclusive	15 days
10 - 14 inclusive	19 days
15 - 19 inclusive	21 days
20 - 24 inclusive	23 days
25 - 30 inclusive	25 days

2. Vacation time will be computed from the date of employment, including part-time service for the municipality, together with years of full-time employment with Police Departments other than the Logan Township Police Department. Said credit for such other full-time employment is not to exceed five (5) years and is not to be vested until after three (3) years of continuous service with Logan Township Police Department.

3. All vacations shall be granted at established annual salary rates.

4. All vacations shall be taken during the current calendar year except an employee may bank vacation time by carrying over same to the succeeding calendar year.

5. Any employee who is entitled to vacation shall, at his/her option, be allowed to take said vacation in consecutive weeks and/or days provided it does not unreasonably interfere with

departmental operations and provided further that the Chief of Police grants approval, which approval shall not be unreasonably withheld.

6. This provision is subject to the condition that not more than two (2) employees may take vacation at any given time.

7. In general, and unless operational needs of the Department dictate to the contrary, vacation selection shall occur on the basis of seniority. All vacation time may be delayed to another time based on operational needs of the Department as identified by the Chief of Police.

ARTICLE XXII

HOLIDAYS

1. Each employee covered by this agreement shall be granted pay for eleven (11) holidays per year. Pay for holidays shall be made pursuant to a schedule established by the Employer. The Employer agrees to distribute actual holidays worked in a reasonably equitable manner based on operational requirements of the Department.

2. Employees shall receive twelve (12) hours straight time for eleven (11) paid holidays. This amount is included in the employee's base pay. Any employee working during the enumerated holidays shall be paid an additional amount at a rate of one-half (1/2) time for actual hours worked.

3. The following holidays shall be established for employees covered by this Agreement:

New Year's Day
Washington's Birthday
Good Friday
Easter Sunday
Memorial Day
Independence Day

Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

ARTICLE XXIII

PERSONAL HOLIDAYS

1. Each Employee covered by this Agreement shall be entitled to four (4) personal holidays for personal business, including, but not limited to emergencies, religious holidays, other reasons relative to personal affairs, or for any purpose whatsoever.

2. Notice of the intent to take a personal holiday on a given date should be provided to the Chief of Police at least one (1) week prior to the date desired. A personal holiday may be taken on less notice in the event the Chief of Police agrees to said course of action. If, in order to grant the personal holiday on less than five (5) days notice, it is necessary for the Township to violate Article XXII, paragraph 2 and/or Article XIX of this Contract, the personal holiday shall not be granted unless the employee shall provide the Employer a replacement at no penalty to the Employer other than overtime.

3. In the event an employee does not utilize the personal holidays or any part thereof granted in the calendar year, said personal holidays or any part thereof shall not be accumulated from year to year, nor shall the employee receive any compensation whatsoever because the employee did not avail himself/herself of the personal holidays or any part thereof.

ARTICLE XXIV

LEAVE OF ABSENCE

1. Temporary Illness Leave:

The purpose of this section is to provide sick leave benefits to permanent employees who are temporarily disabled by illness or accident.

A. "Sick Leave" is defined as absence from duty by an employee because of personal illness, injury or exposure to a contagious disease requiring quarantine so that the employee is unable to perform the usual duties of his/her assigned position. "Sick leave" shall not include absences due to injury or illness arising out of or during the course of employment. An employee who does not expect to report to work because of personal illness or for any other reason shall notify his/her immediate superior, or some other authorized person in his/her particular employment unit by telephone or personal message at the beginning hour of work for his/her position.

B. After two (2) days, a medical certificate shall be obtained from a practicing and licensed physician to establish proof of illness or quarantine for up to three (3) occurrences. (An occurrence shall be each or any period of continued absence. i.e. three (3) days continued absence is an occurrence and ten (10) days continued absence is one occurrence). After three (3) occurrences in any calendar year a doctor's certificate shall be required after the first day of any subsequent occurrence.

C. Total sick leave shall not exceed a total of one hundred twenty (120) twelve (12) hour working days per calendar year.

D. It shall be understood that the Employer will pay the full salary of the employee for such period of time as the employee shall be eligible for temporary illness leave.

E. Whenever the attending physician, or a physician designated by the Employer, shall report in writing that an employee is fit for duty, such employee shall forthwith report for duty; if said employee does not so report, his pay shall be terminated. Such duty may include return to work for light duty which shall be limited to office work.

ARTICLE XXV

LEAVE DUE TO DEATH IN IMMEDIATE FAMILY

1. The Employer will pay for three (3) working days of time off before and including the day of the funeral, provided the employee is required to assist in the arrangements for and personally attends the funeral. The immediate family shall be defined as follows: Employee's Spouse, Employee's Children, Employee's Parents or Foster Parents, Parents of the Employee's Spouse, Employee's Brother and Sister, Employee's Grandparents and Grandchildren, and Brothers, Sisters and Grandparents of Employee's Spouse.

ARTICLE XXVI

MILITARY LEAVE

1. An employee who is member of a National Guard or Naval Militia or of the Military or Naval Forces of the United States and is required to engage in field training therein shall be granted a leave of absence with pay for the period of such training. This leave shall be in addition to the annual vacation leave. In the pay period following his/her return from such military leave of absence, the Employer will pay the employee an amount which when totalled with military pay will equal his/her regular pay for such period of time as employee served on military leave.

2. If an employee, according to his personal family status, is subject to military duty by call of the United States Government, under the Selective Service Act, all rights and privileges of such employee, as established by the United States Government, shall be recognized and complied with by the Township of Logan.

ARTICLE XXVII

LEAVE OF ABSENCE WITHOUT PAY

1. A permanent employee who desires, after reasonable notice, to secure leave from his/her regular duties, with approval of the Township Committee, may be granted a special leave of absence, for a period not to exceed six (6) months as authorized by N.J.S.A. 40A:14-136. An extension of such leave may be granted by the Township Committee for such period as may be determined by them to be in the best interests of the Township of Logan.
2. This leave of absence shall be without pay.
3. This request for a leave of absence shall be in writing and shall be signed by the employee. No employee shall be required to take a leave of absence without the written consent of said employee.

ARTICLE XXVIII

LEAVE OF ABSENCE AS A RESULT OF INJURY IN LINE OF DUTY

1. When an employee is injured in the line of duty, the Employer shall in accordance with N.J.S.A. 40A:9-7, pass a resolution providing the employee up to one (1) year leave of absence with pay.

2. In the event an employee receives a leave of absence with pay due to injury arising while in the line of duty, said employee shall assign the proceeds of workers compensation benefits for temporary total disability to the Employer for the period salary was received during the leave of absence.

ARTICLE XXX

CLOTHING MAINTENANCE SERVICE

1. All employees covered by the agreement shall have available to them a cleaning/repair service for all uniforms and other equipment. All items will be dropped off for cleaning/repair at Police headquarters.

ARTICLE XXXI

EDUCATION

POLICE TRAINING, ACADEMY AND TECHNICAL SCHOOLS

1. A notice advising employees of the availability of schools and seminars shall be posted for inspection by employees.
2. Employees attending police schools and/or seminars which are required by the Chief of Police in order to upgrade the efficiency of the Department shall be compensated at a rate not to exceed the employee's time and a half rate for each hour in attendance while said employee is off duty.
3. Employees attending police schools and/or seminars which are required by the Chief of Police shall be reimbursed for actual meals, tolls and car expenses in accordance with the schedule established herein:
 - A. Twenty cents (20¢) per mile for authorized mileage.
 - B. Actual tolls.
 - C. Five dollars (\$5.00) for luncheon where not provided as part of the school or seminar.
 - D. Eight dollars (\$8.00) for dinner where not provided as part of the school or seminar.
 - E. The expense of a room where not provided as part of the school or seminar.

F. The cost of said school, seminar, or additional training shall be at the expense of the Employer, if the employee is required to attend.

4. Employees may attend voluntarily with notification given to the Chief of Police. However, the cost of such school, seminar, or additional training shall be at the personal expense of the employee unless alternative arrangements are mutually agreed upon. All schools or training will be paid on an hourly basis.

ARTICLE XXXII

EDUCATION

COLLEGE AND NON-POLICE ACADEMY SCHOOLS

1. Employees covered by this Agreement enrolled at an accredited school of higher and/or advanced learning will receive the sum of seventy-five dollars (\$75.00) upon the successful completion of each semester provided that six (6) credits or units or more have been earned during that semester in attendance toward an Associate's Degree in Police Science or any police related field of study, and upon presentation to the Employer of evidence that the employee has received a course credit for "C" or higher. Curriculum for such courses shall be filed with the Chief of Police.

2. No payment shall be made unless the employee shall give prior notice to the Employer and the Chief of Police to encourage continued education in the field of law enforcement and the specialized areas thereof.

3. This section shall not be so construed as to indicate willingness on the part of the Employer and the Chief of Police to encourage continued education in the field of law enforcement and the specialized areas thereof.

ARTICLE XXXII
DEGREE COMPENSATION

1. Any employee covered by this Agreement who holds the Associate's Degree (A.A., A.S., or A.A.S.) in Police Science, or any police related field of study shall be compensated at the rate of five hundred dollars (\$500.00) per year.

2. Any employee covered by this Agreement who holds the Bachelor's Degree (B.A., or B.S.) in Police Science, or any police related field of study shall be compensated at the rate of one thousand dollars (\$1,000.00) per year.

3. Any employee covered by this Agreement who holds the Master's Degree (M.A., or M. S.) in Police Science, or any police related field of study shall be compensated at the rate of one thousand five hundred dollars (\$1,500.00) per year.

4. This compensation shall be in addition to any other compensation incurred by said employee during the calendar year.

5. Payments made pursuant to this section shall be paid to said employee during the first pay of the twelfth (12th) month of the calendar year and it is the responsibility of the employee to submit a voucher to the Chief of Police for any funds that are due him/her under this section.

ARTICLE XXXIV
DUES COMPENSATION

1. The Employer agrees that upon receipt of an appropriate authorized card, the Employer will deduct such regular dues from employee's pay as indicated by the employee for membership in any police association.

2. It should be clearly understood that employees must authorize such deductions and that such is a voluntary authorization. It is understood that the employee may withdraw such authorization pursuant to New Jersey statutes or law.

3. Deductions made on behalf of the Association shall be transmitted to the Association Treasurer pursuant to a schedule mutually established by the parties.

ARTICLE XXXV

DURATION

1. This Agreement shall be effective as of January 1, 1993 and shall remain in full force and effect until December 31, 1995.
2. This Agreement shall not be changed or altered in any way during the term of this Agreement without the written consent of the parties thereof, provided the terms of the Agreement within are followed.
3. On or after September 1, 1995, either party may serve notice upon the other of an intent to commence negotiations for a new agreement. The parties will make every effort, after notice is served, to promptly commence negotiations.
4. In the event negotiations continue after December 31, 1995, the terms and conditions of this Agreement shall continue in full force and effect until a new agreement is executed.

ARTICLE XXXVI

SALARIES

1. Base salary for the purpose of this Agreement shall be the highest salary that the employee is duly authorized to receive at the beginning of each calendar year. Salaries for employees shall be paid in accordance with the following amounts:

Title	5.5% <u>01/01/93</u>	5.5% <u>01/01/94</u>	5.0% <u>01/01/95</u>
Fourth Class "Tier A" Patrolman	\$31,073	\$32,782	\$34,421
Fourth Class Patrolman	33,128	34,950	36,697
Third Class Patrolman	35,677	37,639	39,521
Second Class Patrolman	38,226	40,328	42,344
First Class Patrolman	40,709	42,948	45,095
Sergeant	42,811	45,166	47,424
Lieutenant	43,065	45,434	47,706

2. New, untrained, patrolmen shall be hired as Fourth Class "TIER A" Patrolmen and shall be paid at a rate based upon the annual salary for Fourth Class "TIER A" Patrolman. Fourth Class "TIER A" patrolmen shall serve a period of probation commencing the first day of hiring and continuing thereafter until one (1) year after successfully completing initial training at the Police Academy within one (1) year after the first day of hire and must successfully complete this training at the Police Academy. A Fourth Class "TIER A" Patrolman who fails to successfully complete this initial training at the Police Academy may be terminated.

3. One (1) year after successful completion of initial training at the Police Academy, a Fourth Class "TIER A" Patrolman shall be promoted to Fourth Class Patrolman and shall be

paid at a rate based upon the salary for Fourth Class patrolman. A Fourth Class Patrolman shall hold this position for a period of twelve (12) months.

4. After a Fourth Class Patrolman has held that position twelve (12) months, he/she shall be elevated to the position of Third Class Patrolman and shall be paid at a rate based upon the annual salary for a Third Class Patrolman.

5. After a Third Class Patrolman has held that position twelve (12) months, he/she shall be elevated to the position of Second Class Patrolman and shall be paid at a rate based upon the annual salary for Second Class Patrolman. A Second Class Patrolman shall hold this position for a period of twelve (12) months.

6. After a Second Class Patrolman has held that position twelve (12) months, he shall be elevated to the position of First Class Patrolman and shall be paid at a rate based upon the annual salary for First Class Patrolman.

ARTICLE XXXVIII

SERGEANT AND LIEUTENANT PROMOTIONS

1. Promotions to the position of Sergeant and to the position of Lieutenant shall be at the discretion of the Township Committee and in accordance with N.J.S.A. 40A:14-130.

ARTICLE XXXIX

PROBATION TIME FOR EXPERIENCED OFFICERS

1. Each newly appointed officer whose initial appointment was at a grade higher than Fourth Class Patrolman due to prior experience or completion of training prior to the day of hire, shall be on probation for a period of six (6) months commencing from the day of hire.

ARTICLE XL

PAYMENT OF SALARY

1. The employee's annual salary shall be computed over twelve (12) month period or the calendar year, that is January 1st to December 31st.
2. The amount of salary will be paid to the employee in twenty-six (26) installments during the calendar year pay period, that is, two (2) installments during each month of the calendar year.

ARTICLE XLI

OVERTIME

1. "Overtime" is defined as working time in excess of 168 hours in any twenty-eight (28) day period. Overtime pay shall be paid at the rate of one and one-half (1 1/2) time the employee's prevailing hourly wage rate.
2. Overtime, when applicable, shall be paid in the earliest pay period following the accrual of the overtime hours.
3. Hourly rates for the purpose of computing overtime will be calculated by dividing annual salary by 2184 as long as the 12-hour shifts remain in effect.

ARTICLE XLII

PHYSICAL EXAMINATIONS

1. The Township will provide or pay for one complete physical examination each year to the extent a physical examination is not covered by the health insurance plan. This provision shall not alter in any way the Township's power, if any, to require a member to undergo an examination by the Township's Medical Officer.

ARTICLE XLIII

WORKOUT ROOM

1. A workout room shall be provided and made available to all Township employees.

IN WITNESS WHEREOF, the Employer has caused this Agreement to be signed in its name or its Mayor and his corporate seal to be hereunto affixed and attested to by its Township Clerk, and the members of the Association have hereunto set their hands and seals the day and year first above written.

TOWNSHIP OF LOGAN

By: John C. Wright
John Wright, Mayor

Blair Nixon, Director of
Public Safety

Attest:

Elizabeth Bullock
Elizabeth Bullock, Clerk

**LOGAN TOWNSHIP POLICE
ASSOCIATION**

William J. Smith

APPENDIX "A"

The following items of clothing and equipment shall be provided during each calendar year:

- 2 pairs of shoes
- 2 pair of pants
- 2 long sleeved shirts
- 2 short sleeved shirts

The following items of clothing and equipment may be provided as needed during each calendar year:

- 2 pairs of pants
- 2 long sleeved shirts
- 2 short sleeved shirts
- other necessary items of equipment as the above items wear out.